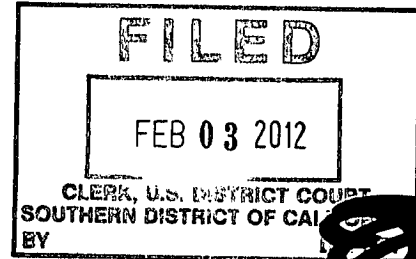


Lillard W. King
1656 Tamarron Drive
Corona, CA 92883

In Pro Se /



UNITED STATES DISTRICT COURT

~~SOUTHERN~~
CENTRAL DISTRICT OF CALIFORNIA

LILLARD W. KING,

Plaintiff,

-VS-

BANK OF AMERICA NA., QUALITY LOAN
SERVICE CORP., BAC HOME LOANS
SERVICING, LLC, TIM BARGENQUAST
(Assistant Vice President) and
Does 1 To 10, INCLUSIVE,

Defendants.

'12 CVO 295 MMA POR
Case No. _____

COMPLAINT AT COMMON LAW

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF UNDER, THE
CIVIL RIGHTS ACT 42 U.S.C.
1983

1. BREACH OF CONTRACT/COVENANT
OF GOOD FAITH AND FAIR
DEALING;
2. FRAUD AND MISREPRESENTATION
3. USURY AND MISREPRESENTATION
4. INTENTIONAL INFLICTION OF
SEVERE MENTAL AND EMOTIONAL-
DISTRESS

DEMAND FOR TRIAL BY JURY

COMES NOW, plaintiff, LILLARD W. KING, in Propria Persona
(Pro Se) and relying on the decision in Haines vs. Kerner 404 U.S.
519 and brings the complaint as follows:

JURISDICTION:

1. **FOR FEDERAL COURT:** This action arises, under **Title 42 of the United States Codes, section 1981, 1983, 1985 and 1986.** Jurisdiction is conferred on this Court by **Title 28 of the United States Codes, sections, 1331, 1332, and 1343,** the unlawful acts and practices complained of herein occurred in the CITY OF CORONA, State of California, which is situated within this judicial district and involves diversity of citizenship and involves defendants who are United States Citizens. This complaint does so involve more than \$10,000.00 in controversy. Jurisdiction is further invoked under **42 U.S.C. 1983,** et seq., and **Title 18 U.S.C. Sec. 1964** and **Title 18 U.S.C. SS 1001/1621,** as well as the Constitution 'particularly' the **7th amendment;** as this is a "SUIT AT COMMON LAW". This Complaint is filed in Propria Persona (In Pro Se), pursuant to **Haines vs. Kerner 404 U.S. 519.**

PARTIES TO THE ACTION:

1. The Plaintiff in this action is a citizens of the United States. This complaint alleges that the Civil Right of the Plaintiff, LILLARD W. KING, were violated by the actions of the below named defendants.

2. The defendant, BANK OF AMERICA, NA.whose address is 475 Crosspoint Parkway, Getzville NY. 14068, is being sued in their Official and Individual capacities.

1 3. The defendant, QUALITY LOAN SERVICE CORP. whose address
2 is 2141 5th Avenue, San Diego, California, 92101, is being sued in
3 their Official and Individual capacities.

4 4. The defendants, BAC HOME LOANS SERVICING, LLC., whose
5 address is 2141 5th Avenue, San Diego, California, 92101, are
6 being sued in their Official and Individual capacities.

7 5. The defendant, TIM BARGENQUAST (Assistant Vice
8 President), are also being sued in their Official and Individual
9 capacities.
10

11 6. The Defendant(s) 1 TO 10 inclusive are also being sued
12 in their official and individual capacities.
13

14 **FACTUAL BACKGROUND:**

15 On June 27, 2008, Bank Of America N.A., through their agents
16 and loan officers (Does 1 through 10) did verbally represent to
17 the plaintiffs that they were approved for a loan in the first
18 amount of \$356,250.00 in United States Tender. Bank of America
19 N.A., created an amortization Schedule of 30 years with an annual
20 interest of 6.250%. The Principle and Interest was structured
21 under Loan# 6505287240. The loan was recorded on June 27, 2008 in
22 the County Recorder of Riverside County under Instrument# 2008-
23 0364524.
24

25 1. The said defendants and their loan officers/agents knew
26 or should have known or had the responsibility of knowing that the
27 verbal statements from said defendants that they would lend the
28

1 plaintiffs "LAWFUL MONEY" of the United States and that their
2 interest rates on the loan was false, misleading and they did so
3 misrepresented the true facts that they was not lending the
4 plaintiffs U.S. Tender. The said defendants did so charge interest
5 rates on non-existence funds. These false, misleading and
6 misrepresentations were made recklessly and with deliberate
7 intentions to disregard the Notice Law, to fully inform the
8 plaintiffs of their misrepresentations of the above.
9

10 2. Relying on these false misrepresentations, the
11 plaintiffs was induced into signing a Mortgage Agreement, Mortgage
12 Note, Deed of Trust, Grant Deed and Security Instrument Agreement
13 regarding said loan Terms and Conditions on June 27, 2008 and
14 throughout the life of said loan agreements.
15

16 3. After the plaintiff signed said loan instruments, the
17 defendants loan Officers/agents did fail to lend the plaintiff
18 lawful money on the United States for the full value of the loan.
19 The actual lawful monies the defendants risked were actually
20 estimated to be 5%-10% of the face value. The said defendants did
21 so charge an interest rates many times greater than was authorized
22 in the contract; which gave the appearance that, the plaintiff
23 were actually being lendled lawful money of the United States
24 Constitution (See Article One Section Ten of the United States
25 Constitution).
26
27
28

1 4. In carrying out the commitment to lend lawful money of
2 the United States, the said lender/defendants did write a check and
3 did wire transfer unlawful money into an escrow account in care
4 of the plaintiff, LILLARD W. KING and did so charge interest on
5 non-existence money, money they claimed they had lended to the
6 plaintiff. By said lenders/agents writing a check/transferring via
7 wire into said account, the defendants did deliberately made a
8 loan beyond **its customer's demand deposits. The said**
9 **lenders/agents checks and wire transfers** were not backed by or
10 redeemable in gold or silver coins AS STATED IN THE United States
11 Constitution; The Supreme Law of the Land and were not backed nor
12 redeemable Federal Reserve Notes, for their full value.
13
14

15 5. The said defendants did so use the U.S. Mail more than
16 twice since tha date of the loan instruments to collect money on
17 this debt. The said plaintiff had not become aware of the
18 defendant's fraudulent activities until the defendant BANK OF
19 AMERICA, N.A. filed an Notice of Trustee's Sale which gave cause
20 for plaintiff to research relevant documents establishing proof of
21 fraudulent activities involving the loan. Thereafter, the said
22 defendants informed the plaintiff that they were going to assign
23 our financial problems to another lender and that lender if we
24 choose will work out a solution that would be comfortable for
25 plaintiffs. Plaintiff did so inform Quality Loan Service Corp.
26
27 that, they would be requesting from them an application for Loan
28

1 Modification and in it request that said lender provide plaintiffs
2 with an extension or modified said loan whereby, plaintiffs would
3 have lower payments and their loan amortized from 30 years to 45-
4 50 years. The plaintiffs explained to the said defendants that
5 they need a Mortgage Modification that would be comfortable for
6 them; as it is a normal practice with said lender as well as other
7 lenders who sale, assignees borrower(s) loan to another lender or
8 mortgage purchaser(s) before the completion of the borrower
9 amortized schedule, as well as other customers of either said
10 defendants or other lenders. The said lender earns huge profits by
11 selling bulk loans at a discount to other major purchasers of mass
12 mortgage instruments. The move to enrich themselves off the sale
13 or assignment of such loan (and even in the assignment, such
14 lender receive huge tax benefits) that does not include any
15 monetary benefit for the plaintiff or others who loan has been
16 sold or assigned by said lender's) assignment schemes. The
17 plaintiffs due diligent efforts to work out a good faith and
18 reasonable modification plan due to their hardship did not
19 materialize.

20
21
22
23 6. The considerations that BANK OF AMERICA, N.A. alleged
24 they lent Plaintiffs were mere book entries, and demand deposits
25 which the said defendant itself created effortlessly and at no
26 cost to itself. The said lenders in stamping its own check "PAID"
27 did make a false misrepresentation as it merely transferred some
28

1 book entries and never intended to redeem their check/wire
2 transfer in lawful money of the United States.

3 7. By research and study performed by the plaintiffs
4 concerning the contract/financial instruments that, were signed by
5 said plaintiff and BANK OF AMERICA N.A., the plaintiffs discovered
6 that the said defendants did misrepresented the true facts that
7 the defendants did not lend plaintiff lawful money of the United
8 States. The plaintiff did so make every diligent efforts resolve
9 the said problems via telephone and did so write letters. The
10 plaintiffs were trying to save their most valuable assets, their
11 home from a loss to said lender.
12

13 8. The defendants knew or should have known or had the
14 responsibility of knowing that, their false representation that
15 they were lending the plaintiffs lawful money of the United States
16 was not in compliance with Article One Section Ten of the United
17 States Constitution; See Exhibit "A" Memorandum of Law on
18 Constitutional Money and Exhibit "B" Memorandum on Constitutional
19 Money). The Constitution of the United States is the Supreme Law
20 of the Land; a Supreme Law that every Citizen swore to uphold and
21 practice, unless an Executive Order suspends U.S. Constitution,
22 (that has not happened from the date of said loan June 27, 2008 up
23 until the date of this herein stated complaint), were false and
24 misleading.
25
26
27
28

1 9. The defendants knew they were charging an extremely high
2 interest that would rob the principle of its equity; an equity
3 that could have been used to save the plaintiffs from his hardship
4 circumstances as well as said defendants providing a friendly
5 Reinstatement and or comfortable payment plan. They knew that
6 their usurious acts against the plaintiffs was unlawful and based
7 upon their greed, greed that leads them to the continual practice
8 of **RACIAL** and **ECONOMIC INEQUITY IN THEIR SUBPRIME LENDING** and
9 **THEIR PREDATORY LENDING PRACTICES.**
10

11 1. The defendants and the Federal Reserve Bank (Does 1
12 through 10), are parties to these false misrepresentations as they
13 were parties in providing finding to said lenders to re-rent funds
14 (money) out customers/clients like plaintiff, by the acquiring,
15 purchasing, assignments and transferring of book entries and did
16 so enrich themselves of the Plaintiffs' fees and assets i.e.
17 property in question. They had unlawfully gained with said
18 check/wire transfer said property and with full Knowledge that the
19 banks did not have in their possession as well as themselves,
20 lawful money of the United States in compliance with **Article One**
21 **Section Ten of U.S. Constitution.** Neither Congress nor the People
22 of U.S. Constitution gave themselves the right(s) to **RE-CREATE**
23 **MONEY** and charge **INTEREST NON-EXISTING-FUNDS.** They did all this to
24 the detriment to the plaintiff. Their collective activities in
25 passing the said check/ and wire transfer are a part of their
26
27
28

1 planned scheme to continuously enrich themselves off of the fees
2 and interest of plaintiff.

3 2. The defendants, BANK OF AMERICA N.A., assigned
4 plaintiffs contract, Mortgage, Deed of Trust, Note and all other
5 financial instruments to, QUALITY LOAN SERVICE CORP.. Because
6 QUALITY LOAN SERVICE CORP. and their agents named in this
7 complaint, could not collect on said loan nor interest on said
8 loan, mainly because they did not would not provide any kind of
9 relief to plaintiffs regarding a forbearance program enunciated at
10 California Code Of Civil Procedure #29235 and 2923.6 that would
11 continue to allow said plaintiffs to enjoy their American Dream
12 (home); they initiated the foreclosure process and did so provide
13 plaintiff with Notice of Default and Notice of Trustee sale which
14 is to take place on June 6, 2011, the plaintiff faxed and mailed
15 to said defendants a Letter invoking their STATUTORY REDEMPTION
16 RIGHTS AND RIGHT TO INTO A REDEEMABLE RENTAL AGREEMENT and did so
17 provide defendants with a Certain Document, so that plaintiff
18 could continued to remain in possession of said property until the
19 Statutory Redemption Right expired and or plaintiffs payoff,
20 within said period, the existing defaulted loan. The plaintiffs
21 did so inform defendant(s) that the Notice of Default and Notice
22 of Trustee and Auction Sale did not comply with Code of Civil
23 Procedure 729,080, subd. (b) and (C.C.P. 729.040 (b) (3).), that
24 to carry out an unlawful sale of the plaintiff property on June 6,
25
26
27
28

1 2011 at said location would not be legally appropriate. The
2 plaintiffs informed said defendant(s) that if they sale the
3 property after the Trustee Sale to another with out allowing said
4 plaintiffs to exercise their said rights would violate Federal
5 Laws, CIVIL CODE SECTION 2920-2944.5. The said defendants are
6 obligated by the DICTATORIAL AND OPERATION OF LAW to be in full
7 COMPLIANCE with CIVIL CODE SECTION 2920-2944.5. The plaintiff have
8 declared FRAUD and MISREPRESENTATION against each said defendants
9 as well as the violation of the accountability Law; plaintiff said
10 payments should have reduced the amount owed and that amount
11 should have been immediately posted that same day of receipt on
12 the Trustee and Auction sale Notice, June 6, 2011.
13
14

15 3. The defendants were involved in the conspiracy to
16 eliminate the Plaintiff's property as well as the lender's other
17 clients' property(ies)by using their PREDATORY LENDING PRACTICES
18 often times, charging Interest Only. These PREDATORY LENDING
19 PRACTICES were designed liquidate the banks inventory and to
20 create non-performing loans. The Loan Loss Mitigation Department
21 was constructed to make every due diligent effort to resolve the
22 bank's client(s) defaulted loan/foreclosure problem(s).
23

24 4. The plaintiffs was not informed of any procedures as
25 Mandated by Civil Code Section 2920-2944.5. All of these acts of
26 the said defendants violate the Federal Antitrust Laws, Regulation
27 "Z" the Truth in Lending Act as well as the 5th, 7th, 9th, 14th and
28

1 other Federal rights of the plaintiffs. The plaintiffs had the
2 right to be informed of their rights to redeem said property back
3 if there should be an unlawful Trustee or Auction Sale and the
4 right to be informed that said loan was not considered a Legal
5 tender backed by the United States Constitution ARTICLE ONE
6 SECTION TEN CLAUSE ONE. This says: ["ABSOLUTLEY NOT, NO STATE
7 SHALL MAKE ANTHING BUT GOLD AND SILVER COIN A TENDER IN PAYMENT OF
8 DEBTS"].

10 FIRST CAUSE OF ACTION
11 FOR BREACH OF CONTRACT/COVENANT OF
12 GOOD FAITH AND FAIR DEALING

13 Averments of the previous numbered paragraphs are reinstated
14 By reference herein. The said defendants and their agents and Does
15 1 through 10 inclusive, failed to lend the plaintiffs lawful Money
16 of the United States and instead, substituted a check/wire Funds
17 with the intended purpose of circulating it as U.S. Tender (Money)
18 as stated in Article One Section 10 of the United States
19 Constitution; a Constitution that is the Supreme Law of the Land
20 In America.

22 All said defendants, did so fail to notify and disclose to
23 the plaintiff, that all said loans whether signed or not, were not
24 legal tender and or not lawful money of the United States.

26 The said defendants breached the implied covenants of good
27 faith and fair dealing by and when they had given the appearance
28 that, the loans given to the plaintiff were not lawful money of

1 the United States, and not in compliance with Article One Section
2 Ten of the United States Constitution of America.

3 SECOND CAUSE OF ACTION
4 FRAUD AND MISREPRESENTATION

5 Averments of the previously numbered paragraphs are
6 reinstated by reference herein. The said defendants and their
7 agents Does 1 through 10 inclusive, wire parties to this complaint
8 and to the processing of various checks written/wire funds to an
9 escrow account for the plaintiffs' property. All defendants are
10 inclusion in using the United States Mail and Wire Services to
11 collect on this Unlawful debt, in violation of Title 18 U.S.C.
12 1343 (wire fraud) and Title 18 U.S.C. 1962 Establishing a "Pattern
13 of Racketeering Activities". Plaintiff will ask for triple damages
14 sustained pursuant to Title 18 U.S.C. 1964, from each and every
15 defendant, et al., and numerous other Federal Laws and the
16 plaintiff's Constitutional Rights.

17 All defendants, are in violation of Title 18 U.S.C. 1001 and
18 621 and Title 18 U.S.C. 241 and 242, as well as defrauding other
19 customers who they had provided their loans to, with no
20 consideration i.e. legal tender (money of the United States). They
21 only provided mere book entries which said defendants and their
22 agents created effortlessly and virtually at no cost to
23 themselves, and did so enriched themselves off NON-EXISTENT FUNDS
24 (money) and fees.

1 racketeering activities), Title 18 U.S.C. 241 and 242 for
2 conspiracy to threaten, depress, oppress and place hardship upon
3 the plaintiff and other customers who are in similar situations
4 based on loans from said defendants.

5 The plaintiff asks this court, after the factual findings of
6 said violations and more, to charge each defendant herein said and
7 arrest them, as well as those who signed and certified the
8 check/wire transfer with fraud and misrepresentations. Since the
9 defendants did not have coins and currencies to cash their check,
10 the charging the defendants is appropriate. And is further
11 appropriate for not disclosing their fraudulent misrepresentation
12 and for acts to sell the plaintiff's property based on the above.
13

14 The plaintiff asks this court for an INJUNCTION PREVENTING
15 THE SALE OF PLAINTIFFS' PROPERTY AT A TRUSTEE, AUCTION, NON-
16 JUDICIAL OR A JUDICIAL SALE WITHOUT A TRIAL BY JURY TO DETERMINE
17 THE DISPOSITION OF THE PLAINTIFF'S PROPERTY. And from the
18 defendants and/or their investors or whomever attempts to acquire
19 interest in the plaintiff's property before a jury determination.
20

21 The plaintiff asks this court to TAKE JUDICIAL NOTICE OF ALL
22 THE CONTENT OF THIS COMPLAINT AND THE FOLLOWING RELIEFS:
23

24 WHEREFORE, the Plaintiff, LILLARD W. KING, prays for judgment
25 against the defendants and their agents as follows:
26

27 **AS TO THE FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT/
28 COVENANT OF GOOD FAITH AND FAIR DEALING:**

1 **THIRD CAUSE OF ACTION**
2 **FOR USURY AND MISREPRESENTATION**

3 Averment of the previously numbered paragraphs are reinstated
4 by reference herein by virtue of the said defendants and their
5 agents activities, in creating an unlawful debt check by passing a
6 bad check, each of the defendants has collected fees on NON-
7 EXISTENT FUNDS, at an anticipated rate many times greater than the
8 amount the plaintiff agreed to in the Note. The defendant's acts
9 further violated the **DOCTRINE OF ULTRA VIRES** a detriment and
10 damage to the plaintiff, the actual money risked was zero.
11

12 **FOURTH CAUSE OF ACTION**
13 **FOR INTENTIONAL INFLICTION OF SEVERE MENTAL AND**
14 **EMOTIONAL DISTRESS**

15 Averment of the previously numbered paragraphs are reinstated
16 by reference herein.

17 The actions of the defendants, including the plaintiff to
18 execute what was purported to be loan documents that had indicated
19 that the plaintiffs were going to receive U.S. money of the United
20 States, for the purchase of the plaintiff's property, were extreme
21 and outrageous and exceeded bounds of decent society, and were
22 calculated to and did in fact cause plaintiff severe mental and
23 emotional distress.
24

25 As proximate result of the actions of the defendants,
26 plaintiff continues to suffer severe mental and emotional
27
28

1 distress, all to the detriment to the plaintiff and further damage
2 in a sum according to proof.

3 The actions of the defendants are described herein, so
4 exceeded bounds of a decent society as to justify the award of
5 punitive damages.
6

7 As proximate result of the conduct of defendants, plaintiff
8 has and continues to be deprived of the proprietary interest in
9 the subjected property and has suffered severe mental and
10 emotional distress, all to the plaintiff further damage in a sum
11 according to proof.
12

13 The said conduct of the defendants were despicable, malicious
14 in that they were intended to and did deprive plaintiff of the
15 proprietary interest in said property, and was a scheme,
16 calculated to profit the defendants, by charging excessive
17 interest and did so collect excessive interest payments from the
18 plaintiff and less than 0%-0% credited to the principle they
19 claimed is at risk.
20

21 **RELIEF REQUESTED**

22 The plaintiff asks this court to empanel a Grand Jury or to
23 direct the plaintiff to an existing Grand Jury to investigate each
24 and every Defendant and their agents et al, for violation of the
25 Antitrust Laws, Regulation "Z" The Truth Lending Act Laws, Federal
26 Racketeering Laws, **Title 18 U.S.C. 1331** (mail fraud), Title 18
27 U.S.C. 1343 (wire fraud), **Title 18 U.S.C. 1962** (pattern of
28

1. For the release/return of all interest in said property;
2. For reasonable fees;
3. For punitive damages;

AS TO SECOND CAUSE OF ACTION FOR FRAUD AND MISREPRESENTATION

1. For the release of interest in the plaintiff property;
2. For reasonable fees;
3. For punitive damages;

AS TO THE THIRD CAUSE OF ACTION FOR USURY AND MISREPRESENTATION

1. For release of all interest and return of subject property;

2. For reasonable fees;
3. For punitive damages;

AS TO THE FOURTH CAUSE OF ACTION FOR INTENTIONAL INFLECTION OF SEVERE MENTAL AND EMOTIONAL DISTRESS

1. For damages in the sum of according to proof;
2. For punitive damages, and
3. For such other and further relief the Jury may deem just and proper based upon the jury determination

DEMAND FOR TRIAL BY JURY (F)

1. Plaintiff demand for trial by jury under 7th amendment on all Issues, including the issues on WHAT CONSTITUTES "LAWFUL MONEY", of The United States. And that the jury be comprised of 12 members to determine all issues of facts in dispute and to

1 determine and awards all damages. And the plaintiff demands all
2 his/her rights at all times and waives none of his/her rights at
3 any time including the right to time.

4 **CONSENT TO DISTRICT JUDGE JURISDICTION(G)**

5 1. Plaintiff requests that a District Judge be designated
6 to referee the herein matters and jury trial in this case.
7

8 I, **LILLARD W. KING**, declare under the penalty of perjury the
9 above is true and correct to the best of our knowledge and belief.

10 DATED: 2/3/2012



Lillard W. King

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LILLARD W. KING

DEFENDANTS

BANK OF AMERICA NA., QUALITY LOAN SERVICE CORP.,
BAC HOME LOANS SERVICING, LLC, TIM BARGENQUAST
(Assistant Vice President) and Does 1 to 10, Inclusive

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

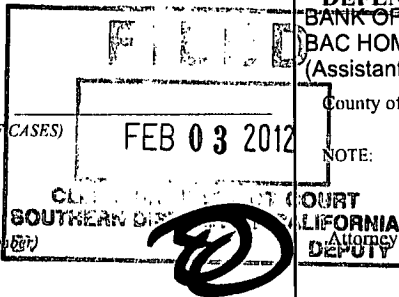
County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)



12 CV 0295 MMA POR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ PTF ☒ DEF Incorporated or Principal Place of Business In This State ☐ 4 ☒ DEF
- Citizen of Another State ☐ 2 ☒ DEF Incorporated and Principal Place of Business In Another State ☐ 5 ☒ DEF
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:
42 USC 1983 (Suit At Common Law)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
5,300,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/03/2012

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

35/37 \$350-
02/03/12

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS035137
Cashier ID: mbain
Transaction Date: 02/03/2012
Payer Name: KING V BANK OF AMERICA

CIVIL FILING FEE
For: KING V BANK OF AMERICA
Case/Party: D-CAS-3-12-CV-000295-001
Amount: \$350.00

CASH
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$53.00
charged for any returned check.